

**FIRST AMENDMENT TO  
TULARE COUNTY AGREEMENT NO. 26848**

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**THIS FIRST AMENDMENT** (“Amendment”) to Tulare County Agreement Number 26848 (the “Agreement”) is entered into by and between the **COUNTY OF TULARE** (“COUNTY”) and **DOKKEN ENGINEERING** (“CONSULTANT”) as of \_\_\_\_\_, with reference to the following:

- A. The COUNTY and CONSULTANT entered into the Agreement on October 28, 2014, for the purpose of providing professional environmental consultant services; and
- B. COUNTY and CONSULTANT now wish to amend the Agreement in order to increase the amount of compensation provided to CONSULTANT for additional services rendered to the COUNTY.

**ACCORDINGLY, COUNTY and CONSULTANT** agree as follows:

1. Section 2, “TIME FOR PERFORMANCE/TERM” of this Agreement is hereby revised to read as follows:

Time is of the essence in this Agreement. The services as described in Exhibit A and Exhibit A-1, will commence within five days of receipt of a written notice to proceed issued following acceptance of this Agreement by COUNTY. This Agreement shall terminate on December 31, 2020. Mutually acceptable changes in the scope, character, or complexity of the work, if such changes become desirable or necessary as the work progresses, will be accommodated by a supplemental agreement. An appropriate extension of time may be made in the form of a supplemental agreement in case of unavoidable delays. Corresponding warranted adjustments in payment will be made based upon the incorporated rate schedule. CONSULTANT is advised that any recommendation for contract award is not binding on COUNTY until the contract is fully executed and approved by COUNTY.

2. Section 3 (f) “COMPENSATION for Additional Services” of the Agreement is hereby added to include the following language:

SIXTY-SIX THOUSAND EIGHT HUNDRED ONE DOLLARS AND FIFTY-NINE CENTS (\$66,801.59) shall be added to the compensation owed to CONSULTANT to cover additional services provided by the CONSULTANT that were not included in the Agreement. The total compensation from the COUNTY to the CONSULTANT for all services under the Agreement shall not exceed the sum of TWO HUNDRED TWENTY-NINE THOUSAND EIGHT HUNDRED ONE DOLLARS AND FIFTY-NINE CENTS (\$229,801.59). Exhibit A-1, “Additional Scope of Work” and Exhibit B-1, “Cost Summary” show the additional work provided by the CONSULTANT and the additional compensation owed to the CONSULTANT. These exhibits are incorporated herein by reference.

3. Tulare County Agreement Number 26848 is hereby amended to include Exhibit A-1, “Additional Scope of work”. Exhibit A-1 details extra services that CONSULTANT has agreed to provide. Exhibit A-1 is incorporated by reference into Tulare County Agreement Number 26848.

4. Tulare County Agreement Number 26848 is hereby amended to include Exhibit B-1 “Cost Summary”. Exhibit B-1 details the payment for the extra services CONSULTANT has agreed to provide. Exhibit B-1 is incorporated by reference into Tulare County Agreement Number 26848.

5. This First Amendment becomes effective as of October 9, 2018.

6. Except as provided above, all other terms and conditions of the Agreement shall remain in full force and effect.


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TULARE COUNTY AGREEMENT NO. 26848**

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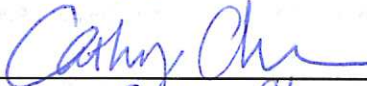
**THE PARTIES**, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

**DOKKEN ENGINEERING**

Date 24 Sept 18

By   
Print Name Richard A. Dokken  
Title CEO

Date Sept 27, 2018

By   
Print Name Cathy Chan  
Title Secretary

[Pursuant to Corporations Code section 313, County policy requires that contracts with a Corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a Limited Liability Company be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]

**COUNTY OF TULARE**

Date \_\_\_\_\_

By \_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST: MICHAEL C. SPATA  
County Administrative Officer/Clerk of the Board  
of Supervisors of the County of Tulare

By \_\_\_\_\_  
Deputy Clerk

Approved as to Form:  
County Counsel

By   
Deputy

## **Exhibit A - 1**

### **Additional Scope of Work**



## **Bear Creek Road over Rancheria Creek Bridge Replacement**

### **ENVIRONMENTAL SCOPE OF SERVICES – CONSTRUCTION SUPPORT**

Dokken Engineering will incorporate all conditions promised in the environmental document and agency permits/agreements into the final constructed project in a manner that allows construction work to progress smoothly while avoiding delays or change orders.

Dokken Engineering will perform all environmental construction support and coordination, which will include the following:

#### **TASK 1.0 PRE-CONSTRUCTION SERVICES**

##### **TASK 1.1 Pre-Construction Biology Surveys**

Dokken Engineering's qualified project biologists will conduct pre-construction surveys for potential rare, listed, or other sensitive species within 30 days prior to the commencement of project activities (condition 2.3(a) of the 1602 Streambed Alteration Agreement). If any protected species are found that could be impacted, Dokken Engineering will notify the County and the California Department of Fish and Wildlife (CDFW). Results of the pre-construction biology surveys will be summarized in a memorandum and submitted to CDFW.

##### **Task 1.2 Pre-Construction Bat and Amphibian Surveys**

Dokken Engineering and subconsultant H.T. Harvey and Associates (HTH) will utilize their qualified bat biologists to conduct a pre-construction bat surveys within 14 days prior to Project activity. The scope includes a night survey of up to 3 suitable habitat trees if found within the Project area and 100-foot buffer. If suitable habitat is detected on additional trees and the biologist is unable to observe all potentially suitable roosting trees in three evenings, additional budget may be required to complete this task.

Additionally, HTH will provide a qualified amphibian biologist for foothill yellow-legged frog (FYLF) pre-construction survey within 48 hours prior to commencing ground disturbing activities. If FYLF are identified, CDFW will be contacted immediately and a Section 2081 State Incidental Take Permit may be necessary prior to proceeding with the Project. (This scope does not include securing an Incidental Take Permit.)

Results of the pre-construction bat and amphibian surveys will be summarized in a memorandum and submitted to CDFW.

##### **TASK 1.3 Pre-Construction Vegetation and Tree Removal Monitoring**

###### **Bat Habitat Trees**

The project's Natural Environment Study documented that there are potentially suitable bat roosting trees within the project area. Prior to tree removal, trees containing potential day roosts, identified as "habitat trees, will be trimmed with initial supervision by Dokken Engineering biologists. Trimmed habitat trees will be removed the next day to prevent re-occupation of trimmed trees. All non-habitat trees adjacent to and/or surrounding habitat trees



(including branches and small limbs containing no potential suitable habitat), as identified by the Project biologist, will be removed/trimmed on the first of the two days using hand tools.

#### Foothill Yellow-Legged Frog Vegetation Removal

Dokken Engineering biologists will monitor all hand trimming removal of vegetation within the ordinary high-water mark of the creek.

#### **TASK 1.4 Rare Plant Relocation (Munz's iris)**

Dokken Engineering biologists will monitor the Contractor's excavation and transplanting of Munz' iris according to the Munz' Iris Relocation Plan dated July 1, 2016 that was submitted to CDFW in the Project notification materials. Dokken Engineering will monitor the progress of the relocation during Project site visits, and provide a Relocation Report one year following the transplanting to summarize the establishment of plants.

#### **TASK 2.0 CONSTRUCTION MONITORING SERVICES**

##### **Task 2.1 Construction Monitoring**

In addition to preconstruction surveys, construction monitoring will be conducted monthly (at a minimum) throughout construction. Special focus will be given to ESA fencing installation and ground disturbing construction activities. Dokken Engineering will notify agencies of the start of construction and the results of the preconstruction surveys. Periodic monitoring for sensitive species will be conducted for the duration of work. Should a protected wildlife species be found during these monitoring efforts, Dokken Engineering will coordinate with the Resident Engineer and appropriate wildlife agencies.

##### **TASK 2.2 Environmental Awareness Trainings**

Dokken Engineering's biologists will conduct environmental awareness trainings at the onset and during construction to inform project proponents and personnel of pertinent commitments outlined in the Environmental Commitment Record (ECR). Environmental trainings will include specific project information for each resource and will be given in accordance with the appropriate agency standards. A training video can be provided if desired by the County. Dokken Engineering will submit documentation of the employee environmental awareness training to CDFW pursuant to measure 4.2 of the 1602 Streambed Alteration Agreement.

##### **Task 2.3 Environmental Commitment Record (ECR) Compliance**

A biologist will implement and/or ensure compliance with measures of the project's ECR. The ECR is a compilation of Environmental Document and agency permit commitments that the County is obligated to implement to receive project approval. An environmental planner will update the ECR to include all agency and environmental document commitments which will be signed off as each measure is complied with. Throughout construction, the project biologist will monitor the site to ensure project proponents are complying with all ECR measures and will coordinate with the Resident Engineer to remediate any potential noncompliance. At project completion, the bound and signed ECR document will be provided to the County as a record of project compliance.



#### **Task 2.4 Agency Coordination**

Dokken Engineering's environmental team will conduct ongoing coordination with the agencies involved with the project to notify them of key work activities, ensure they receive requested project materials (e.g. work schedules, stream diversion/dewatering plans, seed mixtures, etc.) and to address any questions/concerns they may have.

#### **Task 2.5 Nesting Bird Surveys (OPTIONAL)**

Construction is anticipated to be initiated outside of the bird nesting season (February 15 – September 15). However, should project activities begin during the nesting season or should a nesting survey be required, Dokken Engineering's qualified biologists will survey for nesting swallows, raptors, and migratory nesting birds. Surveys will be consistent with agency approved survey methods; the survey will cover a 500-ft radius for raptors and a 250-ft radius for all other birds. Should any swallows, raptors, or migratory nesting birds be found during preconstruction survey efforts, Dokken Engineering will coordinate with the appropriate agencies. This scope does not include the installation of exclusionary devices. Results of the nesting bird surveys will be summarized in a memorandum and submitted to CDFW.

### **Task 3.0 MITIGATION SUPPORT SERVICES**

#### **Task 3.1 Off-site Mitigation Coordination**

Dokken Engineering will continue coordination with Sequoia Riverlands Trust, the California Department of Fish and Wildlife (CDFW), and Tulare County to ensure successful (and agency accepted) mitigation required for project impacts to trees and waters of the state. Once the Final Revegetation Plan is complete, Dokken Engineering will continue coordination with Sequoia Riverlands Trust to obtain a total mitigation fee for the Bear Creek Project (this will include the mitigation efforts along with the monitoring and reporting required for 5 years).

#### **Task 3.2 Final Revegetation Plan**

Pursuant to condition 3.1 of the project's 1602 Streambed Alteration Agreement, Dokken Engineering will prepare a Final Revegetation Plan for the off-site mitigation that will be taking place at Sequoia Riverlands Trust's Blue Oak Ranch Preserve. The Final Revegetation Plan will outline the following information: species to be planted, sourcing options for the plant materials, number and size of plants, timing for planting, irrigation methods and frequencies, monitoring methods, weed control methods, success criteria, reporting requirements, and ideas to fix problems that may occur. The Final Revegetation Plan will be submitted to Tulare County and Sequoia Riverlands for review and comment and will be revised. Once Tulare County and Sequoia Riverlands approve the plan, Dokken Engineering will submit it to CDFW for review and approval (no less than 30 days prior to construction). Dokken Engineering will review the plan per CDFW comments and will work with all agencies until the plan satisfies all involved parties.

**Exhibit B - 1**  
**Cost Summary**



ESTIMATED LABOR HOURS & COST

Environmental Construction Support  
 Bear Creek Road over Rancheria Creek Bridge Replacement

July 18, 2018

TASK DESCRIPTION	DOKKEN ENGINEERING						H.T. HARVEY and ASSOCIATES								GRAND TOTAL (HOURS)	GRAND TOTAL COSTS		
	NAWAT HOSENIHON GA/OC	SABAH HOUR Environmental Manager	STAFF Associate Biologist	STAFF Biologist	TOTAL HOURS	TOTAL COST	PON DUKE Principal Wildlife Ecologist	DAVE JOHNSON Associate Wildlife Ecologist	KW BROWN Senior Wildlife Ecologist	JEFF WILKINSON Senior Herpetologist	JESSICA HUGHES Technical Editor	STAFF GIS Analyst	STAFF Technical Support	TOTAL HOURS			TOTAL COST	
	\$232.50	\$156.93	\$122.06	\$98.81			\$374.00	\$173.00	\$130.00	\$150.00	\$102.00	\$102.00	\$82.00					
<b>TASK 1.0 - PRE-CONSTRUCTION SERVICES</b>		13	60	95	168	\$18,750.80	2	0.5	26	15	2	1	1	47.5	\$6,852.50	216	\$25,603.30	
1.1 Pre-Construction Biology Surveys		3	10	22	35	\$3,865.250											35	\$3,865.25
1.2 Pre-Construction Bat and Amphibian Survey		3	10	15	28	\$3,173.570	2	0.5	26	15	2	1	1	47.5	\$6,852.50	76	\$10,026.07	
1.3 Pre-Construction Vegetation and Tree Removal		2	10	38	50	\$5,289.280											50	\$5,289.28
1.4 Rare Plant Relocation (Munz's Iris)		5	30	20	55	\$6,422.700											55	\$6,422.70
<b>TASK 2.0 - CONSTRUCTION MONITORING SERVICES</b>	4	36	110	115	265	\$31,369.52											265	\$31,369.52
2.1 Construction Monitoring	2	15	40	40	97	\$11,653.86											97	\$11,653.86
2.2 Environmental Awareness Training		4	15	30	49	\$5,422.97											49	\$5,422.97
2.3 Environmental Commitments Record (ECR) Compliance	1	4	25	25	55	\$6,382.02											55	\$6,382.02
2.4 Agency Coordination	1	8	15	5	29	\$3,812.93											29	\$3,812.93
2.5 Nesting Bird Surveys (OPTIONAL)		5	15	15	35	\$4,097.74											35	\$4,097.74
<b>TASK 3.0 - MITIGATION SUPPORT SERVICES</b>		12	23	52	87	\$9,828.77											87	\$9,828.77
3.1 Off-Site Mitigation Coordination		4	8	10	22	\$2,592.33											22	\$2,592.33
3.2 Final Revegetation Plan		8	15	42	65	\$7,236.44											65	\$7,236.44
TOTAL BASE HOURS	4	56	178	247	485		2	1	26	15	2	1	1	47.5			533	
TOTAL BASE COST	\$929.98	\$8,788.35	\$21,726.75	\$24,406.27		\$55,851.35	\$748.00	\$86.50	\$3,380.00	\$2,250.00	\$204.00	\$102.00	\$82.00		\$6,852.50		\$62,703.85	
TOTAL HOURS w/ OPTIONAL TASK	4	61	193	262	520		2	1	26	15	2	1	1	47.5			568	
TOTAL COST w/ OPTIONAL TASK	\$929.98	\$9,573.02	\$23,557.66	\$25,888.43		\$59,949.09	\$748.00	\$86.50	\$3,380.00	\$2,250.00	\$204.00	\$102.00	\$82.00		\$6,852.50		\$66,801.59	



## COST PROPOSAL

### Environmental Construction Support Bear Creek Road over Rancheria Creek Bridge Replacement County of Tulare

CONSULTANT: **Dokken Engineering**

DATE: July 18, 2018

**DIRECT LABOR**

<u>Name</u>	<u>Role</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
NAMAT HOSSEINION	QA/QC	4	\$80.00	\$320.00
SARAH HOLM	Environmental Manager	61	\$54.00	\$3,294.00
STAFF	Associate Biologist	193	\$42.00	\$8,106.00
STAFF	Biologist	262	\$34.00	\$8,908.00
		<u>520</u>		

**TOTAL - Direct Labor      \$20,628.00**

**FRINGE AND INDIRECT COSTS**

	<u>Rate</u>	<u>Total</u>
• Fringe Benefits	66.92%	\$13,804.26
• Overhead	5.12%	\$1,056.15
• General and Administrative	92.16%	\$19,010.76
	<u>164.20%</u>	<u>\$33,871.17</u>

**TOTAL - Indirect Labor      \$33,871.17**

**OTHER COSTS (ACTUAL COSTS)**

- None

**TOTAL - Other Costs      \$0.00**

**FEE                            ( 10.00% )**

**TOTAL - Fee      \$5,449.92**

**TOTAL - Dokken Engineering      \$59,949.09**

**SUBCONTRACTOR COSTS**

- H.T. Harvey and Associates

Total  
\$6,852.50

**TOTAL - Subconsultant Costs      \$6,852.50**

**TOTAL COST - NOT TO EXCEED\*      \$66,801.59**

**COST PROPOSAL**  
**Environmental Construction Support**  
**Bear Creek Road over Rancheria Creek Bridge Replacement**  
**County of Tulare**

CONSULTANT: H.T. Harvey and Associates

DATE: July 18, 2018

**DIRECT LABOR**

<u>Name</u>	<u>Role</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
RON DUKE	Principal; Wildlife Ecology	2.0	\$374.00	\$748.00
DAVE JOHNSON	Associate Wildlife Ecologist	0.5	\$173.00	\$86.50
KIM BRIONES	Senior Wildlife Ecologist	26.0	\$130.00	\$3,380.00
JEFF WILKINSON	Senior Herpetologist	15.0	\$150.00	\$2,250.00
JESSICA HUGHS	Technical Editor	2.0	\$102.00	\$204.00
STAFF	GIS Analyst	1.0	\$102.00	\$102.00
STAFF	Technical Support	1.0	\$82.00	\$82.00
				\$0.00
				\$0.00
		47.5		

**TOTAL - Direct Labor** **\$6,852.50**

**FRINGE AND INDIRECT COSTS**

	<u>Rate</u>	<u>Total</u>
• Combined Indirect Cost Rate (ICR)	0.00%	\$0.00
• Overhead		\$0.00
• General and Administrative		\$0.00
Total Fringe + Indirect Costs	0.00%	\$0.00

**TOTAL - Indirect Labor** **\$0.00**

**OTHER COSTS (ACTUAL COSTS)**

- None
- Appraisals
- TCE Negotiations
- Potholing

**TOTAL - Other Costs** **\$0.00**

FEE ( 0.00% )

**TOTAL - Fee** **\$0.00**

SUBCONTRACTOR COSTS

Total  
\$0.00

**Total Subconsultant Costs** **\$0.00**

**TOTAL COST - NOT TO EXCEED\*** **\$6,852.50**